

**Memorandum of Agreement
Between
The Los Angeles Community College District
and the
Los Angeles Police Department**

This Memorandum of Agreement (“MOA”) is entered into between the Los Angeles Community College District (“District”) on behalf of Los Angeles City College, Los Angeles Harbor College, Los Angeles Mission College, Los Angeles Pierce College, Los Angeles Trade-Technical College, and Los Angeles Valley College (“COLLEGE”) and the Los Angeles Police Department (“LAPD”), for the purpose of clarifying agency jurisdiction and response and investigative responsibility for all crimes, including the Part 1 violent crimes as mandated by the Kristin Smart Campus Safety Act of 1998 (Education Code section 67381).

WHEREAS the Kristin Smart Campus Safety Act requires law enforcement agencies to designate operational responsibilities and define specific geographical boundaries of response for investigation of Part I violent crimes on campuses and properties controlled by post-secondary institutions such as community college districts; and

WHEREAS Education Code Section 67381 defines Part 1 violent crimes as willful homicide, forcible rape, robbery, and aggravated assault as defined in the Uniform Crime Reporting Handbook of the Federal Bureau of Investigation; and

WHEREAS the California Legislature reaffirms that the community COLLEGE Police Department (“COLLEGE PD”) has the primary responsibility for providing law enforcement service, including the investigation of criminal activity, on their campuses;

NOW, THEREFORE the parties hereto agree as follows:

1. TERMS AND TERMINATION

This Agreement shall commence upon the date first set forth below by the signatures and shall remain in effect for five (5) years, unless terminated by either party after providing thirty (30) days written notice to the other party. In the event of such notice, the parties agree to work in good faith to renegotiate an agreement that satisfies the requirements of the Kristin Smart Campus Safety Act of 1998.

2. AUTHORITY

Under Section 198 of the Los Angeles City Charter, the Los Angeles Police Department (“LAPD”) is the authorized agency, and has the responsibility and authority, for policing the City and its citizenry and for the investigation of all criminal activity. Penal Code Section 830.2, (c) grants COLLEGE Police Officers peace officer powers within the City of Los Angeles and the State of California.

Memorandum of Agreement between the Los Angeles Community College District and the Los Angeles Police Department

3. PROVISIONS OF LAW AND SEPARABILITY

The parties agree that this MOA is subject to all applicable current and future federal, State, and local laws, the City Charter, and any applicable rules and regulations enacted by independent commissions of the City (collectively, "Laws"). If any article, part, or provision of this MOA is in conflict or inconsistent with such Laws, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such MOA Article, part, or provision shall be suspended and superseded by such Laws and/or court holding, and the remainder of this MOA shall not be affected thereby, unless the essential purpose of this MOA shall be materially impaired thereby.

Nothing in this MOA is intended to restrict or limit the authority and duty of the Chief of Police of the City of Los Angeles (and his designees) to enforce City Ordinances and the penal provisions of the City, State and federal government.

4. AGENCY RESPONSIBILITY

The District, through each COLLEGES' Police Department, has primary responsibility for initial response to all crimes, including Part 1 violent crimes, which may occur on the campuses for its respective COLLEGE and evaluating whether LAPD needs to be contacted for assistance. Upon request from the District's Vice Chancellor of Operations/designee, the COLLEGE President/designee or the Police Captain for each COLLEGES' Police Department, LAPD will assume responsibility for the preliminary and follow-up investigations of the Part 1 violent crimes. Additionally, while coordinating with the COLLEGE PDs, LAPD will either assume or retain responsibility for conducting both the preliminary and follow-up investigations for any complex felony crimes and other violent crimes involving the use of any weapon that may occur on campus property.

Such requests for LAPD assistance or to transfer operational/investigative responsibility shall also be made for other criminal activities or incidents including but not limited to the following:

- Incidents or major crimes that may require resources beyond those available to each COLLEGES' Police Department;
- Crimes involving great bodily injury;
- Death investigations where the cause of death is "Undetermined";
- Situations requiring the response of LAPD-Bomb Squad; and,
- Situations requiring the response of LAPD-Special Weapons and Tactics (SWAT) Team.

Upon becoming aware of a crime or incident that requires LAPD assistance or is beyond the capabilities of the COLLEGE PD, the involved COLLEGE PD shall secure the crime scene, and provide investigative or other police assistance to LAPD, as requested by LAPD.

For all other non-Part 1/non-violent crimes (including other felonies as well as misdemeanors), occurring on property designated as COLLEGE PD responsibility, each respective COLLEGE PD may conduct preliminary investigations of these crimes and the LAPD will conduct the follow-up investigations, if required.

Memorandum of Agreement between the Los Angeles Community College District and the Los Angeles Police Department

The COLLEGE PDs shall continue to use LAPD forms (reports) when documenting and reporting such crimes. These crime reports, which require a signature of a LAPD supervisor, shall continue to be delivered to the watch commander of the LAPD Area (Community Police Station) of occurrence as soon as practicable, generally, not to exceed 24 hours from the time the report was completed. Crime and vehicle reports requiring immediate teletype transmission shall continue to be delivered to the appropriate LAPD watch commander immediately upon completion.

5. AGENCY JURISDICTION

The District, through each COLLEGE PD, has jurisdiction over the entirety of each COLLEGES' campus for response to incidents of criminal activity, including Part 1 violent crimes, which occur on campus. The attached maps establish the specific geographical boundaries for response and investigation of all crimes, including Part 1 violent crimes, for each COLLEGE within the jurisdiction of LAPD. Response and investigation of Part 1 violent crimes shall occur in accordance with Section 1 above.

6. DEFAULT AND TERMINATION

In the event that either party fails to abide by the terms and conditions of this MOA, the Chief of Police or Chief, COLLEGE PD, shall give written notice concerning the failure, and if the same is not corrected, or substantial steps towards accomplishing correction are not taken within a reasonable period, either party may terminate this MOA by giving written notice, which shall be effective upon receipt by the concerned agency head as agreed under Article 2 of this MOA.

7. GENERAL RESPONSIBILITIES

COLLEGE. The COLLEGE PD peace officers will normally make arrests, conduct preliminary investigations (within their jurisdiction as delineated by the terms of this MOA) and complete crime reports and other related reports involving crimes occurring on State property or conveyances, or during the course and scope of their employment.

Los Angeles Police Department Responsibility. The responsibility for conducting all follow-up investigations, including misdemeanor follow-up and follow-up on those cases involving juveniles, will rest with the LAPD. Additionally, the LAPD shall conduct both the preliminary and follow-up investigations of any complex felony crimes and crimes of violence involving the use of any weapon.

Emergency Services Exception

Since both agencies receive requests for service from the public and both agencies have dispatching responsibilities, either agency receiving a request for emergency service shall immediately dispatch a response unit. If the activity is such that the other agency has primary investigative responsibility under the terms of this MOA, then a notification to the other agency shall be accomplished immediately after the dispatch.

Memorandum of Agreement between the Los Angeles Community College District and the Los Angeles Police Department

8. SPECIFIC RESPONSIBILITIES - REPORTING INCIDENTS, WRITTEN REPORTS, RECORDS AND INSPECTIONS AND INVESTIGATIONS

The proper recording and exchange of information is critical to the process of the deployment of resources. There is also a need for compatible record keeping and reporting. This reporting requirement is further identified in the following paragraphs:

- (A) COLLEGE PD, upon becoming aware of a significant incident shall, without unnecessary delay, conduct an investigation. In those cases where the incident constitutes (1) a felony under California law, (2) a crime of violence involving the use of a weapon, (3) any other Reportable Incident, which is determined by COLLEGE PD that it would be appropriate for LAPD to conduct the preliminary investigation, COLLEGE PD personnel shall immediately telephone the watch commander of the appropriate LAPD Area Community Police Station where the incident occurred with details of the incident and obtain assistance where necessary.

“Reportable Incident” shall include but not be limited to the following: homicide; all shots fired situations/gunshot wounds; sexual assaults; bomb threats; crimes or incidents which are motivated by hatred due to race, religion, or ethnic group; injuries where City liability may be an issue; suicides and attempt suicides; hazardous material spills or contamination; theft over \$5,000.00; incidents that if known would be considered newsworthy or could have a significant impact on the City of Los Angeles; missing persons; and kidnap. COLLEGE PD personnel shall use the applicable LAPD forms for all incidents that originate in the City.

- (B) During the term of this MOA, COLLEGE PD personnel shall report to LAPD all discharges of firearms within the City of Los Angeles (accidental or intentional) involving COLLEGE PD, and shall cooperate, as required, with the investigation conducted by LAPD of the firearms incidents. The LAPD will investigate the criminal aspects of a firearm discharge. COLLEGE PD personnel will be responsible for administrative matters associated with shooting incidents.
- (C) All records and files of enforcement activities granted by this MOA to COLLEGE PD shall be open for confidential inspection to designated members of the LAPD.
- (D) All records of complaints or investigations of complaints lodged against personnel of COLLEGE PD arising from the exercise of authority granted by this MOA shall be open for confidential inspection to designated members of the LAPD.
- (E) The LAPD is the primary investigator of criminal matters in the City of Los Angeles. When COLLEGE PD personnel become involved in follow-up investigations as listed under Article 7(A) above, COLLEGE PD personnel shall notify the LAPD. This will ensure a proper and coordinated response to follow-up investigations and the proper management of information related to investigations.

Memorandum of Agreement between the Los Angeles Community College District and the Los Angeles Police Department

- (F) The LAPD shall maintain exclusive responsibility for all SWAT, hostage and/or tactical incidents as well as narcotic and vice investigations.
- (G) The LAPD Bomb Squad shall maintain primary responsibility for response to all bomb/suspicious package incidents within the City of Los Angeles.

9. ARREST PROCEDURES

COLLEGE PD personnel effecting an arrest within the City of Los Angeles shall complete an arrest report and any other required LAPD reports. If it is determined that an arrest initiated by COLLEGE PD personnel is the responsibility of the LAPD, as noted in this MOA (Article 7), the preliminary investigation and the booking of the arrestee(s) shall be the responsibility of the LAPD. When practicable, involved COLLEGE PD personnel shall accompany LAPD officers to the concerned investigative division or Area Community Police Station for interview by the supervisor approving booking.

10. BOOKING PROCEDURES

COLLEGE PD arrestees shall be observed and approved for booking by a COLLEGE PD supervisor and transported without unnecessary delay to the appropriate LAPD facility for observation and final approval by the LAPD watch commander or station supervisor.

Sick or Injured. Prior to the booking of a sick or injured person at any LAPD facility, the arresting COLLEGE PD personnel shall provide evidence of medical treatment and medical authority to book from a City approved contract hospital or LAPD Jail Dispensary to the approving LAPD supervisor.

Los Angeles Police Department Responsibilities. The LAPD shall normally furnish jail facilities for adult male prisoners arrested within the City and accept excess personal property when arrests are effected by COLLEGE PD personnel. COLLEGE PD initiated arrests of adult females or arrests of others, which require transport to an outside custodial facility shall be the responsibility of the officer initiating the arrest.

Improper Arrests. When a LAPD supervisor becomes aware that an arrest effected by COLLEGE PD personnel appears improper, a request shall be made to have a COLLEGE PD supervisor immediately review the matter and consult with the concerned LAPD supervisor. It shall be the responsibility of the concerned LAPD watch commander to make the final determination on accepting the custody of an arrestee.

Prisoner Complaints of Misconduct. In any case where a prisoner complains of misconduct by an employee of COLLEGE PD, the concerned LAPD supervisor shall notify the COLLEGE PD on-duty watch commander, who shall cause a supervisor to respond and conduct an administrative investigation.

When misconduct constituting a crime is alleged against COLLEGE PD personnel, the concerned LAPD supervisor shall ensure that the appropriate crime report is taken and that the on-duty COLLEGE PD watch commander is notified without delay. The commanding officer of

Memorandum of Agreement between the Los Angeles Community College District and the Los Angeles Police Department

the investigating division responsible for the follow-up investigation shall ensure that the report is forwarded to the Chief, and to COLLEGE PD, and that all necessary information is provided to the COLLEGE PD for its parallel administrative investigation.

Juvenile Booked As An Adult. When it is learned that a person under the age of 18 years has been booked as an adult by a member of the COLLEGE PD, the concerned LAPD watch commander shall cause, without delay, the juvenile to be segregated from adult prisoners, notify the concerned investigating officer and, if applicable, COLLEGE PD. The concerned LAPD investigating officer or watch commander shall arrange for LAPD personnel to rebook the juvenile according to existing LAPD procedures.

Los Angeles Police Department Jailer Responsibility. In the box entitled "Div & Detail Arresting", LAPD personnel shall insert "7059 OS" respectively. In the box entitled "Arresting Officer", LAPD personnel shall insert the name and identifying serial number of the arresting COLLEGE PD officer, followed by "COLLEGE PD".

Prisoner Arraignment. The LAPD jailer having custody of a prisoner booked by COLLEGE PD personnel shall cause the prisoner to be transported to and arraigned at the proper court. Whenever necessary, LAPD watch commanders shall provide assistance to COLLEGE PD personnel with booking and processing of adult and juvenile arrestees.

11. EVIDENCE AND PROPERTY PROCEDURES

Booking Evidence and Property. COLLEGE PD personnel shall be permitted to book evidence and property associated with an arrest into the custody at an appropriate LAPD facility. Los Angeles Police Department officers accepting custody of a COLLEGE PD arrestee shall assume responsibility for all evidence and property associated with the arrest. When property is booked, the concerned COLLEGE PD personnel shall be given one copy of the Property Report, LAPD Form 10.1, or a Receipt for Property Taken Into Custody, LAPD Form 10.10. Property booked into evidence by COLLEGE PD personnel shall be disposed of according to current LAPD procedures.

COLLEGE PD personnel shall be responsible for booking evidence, transporting evidence to court, and accounting for disposition of booked evidence and property that is related to COLLEGE PD arrests. Whenever necessary, LAPD watch commanders shall provide assistance to COLLEGE PD personnel with the booking of evidence and property.

Gas Chromatograph Intoximeter. Gas Chromatograph Intoximeter Tests (GCI) required for COLLEGE PD investigations shall be conducted by qualified COLLEGE PD personnel. An LAPD officer shall be made available to assist COLLEGE PD personnel when concerned COLLEGE PD personnel are not qualified to conduct a GCI Test. The LAPD shall provide expert testimony in court, relative to the GCI system and operation.

Fingerprint Investigations. Fingerprint investigations required for COLLEGE PD investigations within the City shall be provided by the LAPD. Developing and lifting of latent prints may be conducted by qualified COLLEGE PD personnel for crimes routinely investigated by COLLEGE PD.

Memorandum of Agreement between the Los Angeles Community College District and the Los Angeles Police Department

Blood and Urine Samples. Blood and Urine samples obtained as evidence by COLLEGE PD personnel shall be booked at the same location as the arrestee or at LAPD's Property Division (LAPD containers shall be used when booking the samples).

Arrestees' Vehicle. COLLEGE PD personnel shall care for an arrestee's vehicle when they are responsible for completing the investigation.

Found Property. COLLEGE PD shall maintain a storage facility for property of non-evidentiary value found on State property within the City of Los Angeles.

12. VEHICLE IMPOUND PROCEDURES

COLLEGE PD may cause vehicles on its property to be impounded under the authority of Section 22651 of the California Vehicle Code. The impounding COLLEGE PD personnel shall complete the required reports and make the necessary notifications.

COLLEGE PD shall assume responsibility for conducting post and pre-impound hearings of vehicles impounded by COLLEGE PD personnel notwithstanding such vehicles are subject to an investigation which the LAPD retains investigative responsibility.

COLLEGE PD will complete all required impound reports for vehicles impounded by COLLEGE PD personnel notwithstanding such vehicles are subject to an investigation which the LAPD retains investigative responsibility.

COLLEGE PD personnel shall notify the appropriate LAPD detective entity before releasing impounded vehicles which are subject to an LAPD investigation. Whenever necessary, LAPD watch commanders shall provide assistance to COLLEGE PD personnel regarding vehicle impounds, completion of reports and required notifications.

13. ATTORNEY'S FEES

In any action by and between the City and the District to enforce any of the terms, covenants, or conditions contained herein, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs, expenses, and necessary disbursements incurred in such action.

14. INDEMNIFICATION

Pursuant to the provisions of Sections 895.4 et seq. of the California Government Code, each party agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this Agreement.

In the event of third-party loss caused by the negligence, wrongful act or omission of both parties, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined.

Los Angeles Community College District
770 Wilshire Boulevard
Los Angeles, California 90017
Attn: Dr. Bonnie R. James
Vice Chancellor, Operations

Chief of Police
Los Angeles Police Department
150 North Los Angeles Street
Los Angeles, California 90012

16. AUTHORIZATION WARRANTY

Each party hereby represents and warrants that the persons executing this MOA on their behalf is an authorized agent who has actual authority to bind the party to each and every term and obligation set forth in this Agreement. This MOA shall commence upon the date set forth by the dated signatures of both parties, representing the District and LAPD.

IN WITNESS WHEREOF, the Los Angeles Community College District on behalf of Los Angeles City College, Los Angeles Harbor College, Los Angeles Mission College, Los Angeles Pierce College, Los Angeles Trade-Technical College, and Los Angeles Valley College and the Los Angeles Police Department cause this Agreement to be entered into on behalf by their duly authorized employees or officers, the day, month and year first written below.

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: _____
Mark Drummond
Chancellor

Date: _____

LOS ANGELES POLICE DEPARTMENT

By: _____
Bernard C. Parks
Chief of Police

Date: _____